

FILED IN THE U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

AUG 13 2024

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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Plaintiff,

v.

MARIA T. MONTELONGO,

Defendant.

Case No: 1:23-CR-2039-MKD-7

Pretrial Diversion Agreement

Plaintiff, United States of America, by and through Vanessa R. Waldref, United States Attorney for the Eastern District of Washington, and Patrick J. Cashman, Assistant United States Attorney, as well as Defendant, Maria T. Montelongo, and Defendant's counsel, Robin Emmans, agree to the following Pretrial Diversion Agreement (the "Agreement"):

I. Overview and Information

1. On August 8, 2023, a grand jury sitting in the Eastern District of Washington, returned a Superseding Indictment that charged the Defendant and six other co-defendants with Conspiracy to Distribute Controlled Substances, in violation of 21 U.S.C. §§ 841(a)(1), (b)(1)(A)(vi), (viii), 846.

2. Defendant stipulates and agrees that Defendant did in fact violate 21 U.S.C. §§ 841(a)(1), (b)(1)(A)(vi), (viii), 846 and that the United States could prove

1 Defendant's guilt beyond a reasonable doubt. Defendant wishes to accept
2 responsibility for this conduct. Accordingly, Defendant stipulates and agrees to the
3 following facts, referred to herein as the "Covered Conduct":

4 a. In August 2022, deputies assigned to the Spokane County Sheriff's
5 Office (SCSO) Regional Intelligence Group 9 (RIG9) were assigned to listen to
6 recorded jail phone calls of individuals being held at the Spokane County Jail. One of
7 those individuals was a person named Alexandro Aguilar. Aguilar was being held at
8 the jail pre-trial and later following a conviction for Murder in the First Degree and
9 other charges. He was awaiting subsequent transfer to the Washington State
10 Penitentiary located in Walla Walla, Washington. While listening to Aguilar's calls,
11 the deputies identified a female, who he communicated routinely with, as acting as his
12 agent for drug trafficking operations on the outside. This female was subsequently
13 identified as Kassandra Montelongo. The deputies identified K. Montelongo through
14 image comparisons of the recorded video phone calls with Aguilar and her department
15 of licensing photographs.

16 Through the course of this investigation, agents identified a number of individuals
17 involved in a conspiracy to distribute controlled substances:

- 18 1. Alexandro AGUILAR;
- 19 2. Kassandra MONTELONGO;
- 20 3. Luis LARA;
- 21 4. Jose P. GARCIA;
- 22 5. Rafael MEDINA ("Fatboy");
- 23 6. Nathan MENDOZA; and
- 24 7. Maria MONTELONGO (the Defendant).

25 On January 5, 2023, deputies listened to a recorded jail phone call between K.
26 Montelongo and Aguilar wherein Aguilar asked K. Montelongo if Jose [Garcia]
27 picked up the controlled substances. K. Montelongo responded that even though she
28

1 was not home he did and “grandma” [M. Montelongo] was the one who gave the
2 controlled substances to Jose.

3 January 18, 2023 Controlled Buy:

4 On January 18, 2023, CS1 coordinated another controlled purchase of
5 methamphetamine and fentanyl from Garcia. During the controlled purchase, CS1
6 exchanged \$7,000 in pre-recorded buy funds for approximately three pounds of
7 methamphetamine and 4,000 fentanyl-laced pills. Again, Garcia arrived at the
8 location in the previously identified black Acura MDX. However this time, a female
9 and child were with him in the car. Following the controlled buy, agents listened to a
10 recorded jail call between Aguilar and CS1. During the call, CS1 is heard talking to
11 Aguilar about the delivery of 1,000 extra fentanyl-laced pills. Aguilar confirmed with
12 CS1 that he paid “7” to Garcia.

13 Following this controlled buy, CS1 is recorded on the jail call with Aguilar
14 discussing the deliver of 1,000 extra fentanyl-lace pills. Aguilar also confirmed with
15 CS1 and CS1 gave 7 (i.e. \$7,000). Following this controlled buy, on January 25, 2023,
16 CS1 sent a \$3,000 Western Union money transfer to the Defendant for the purpose of
17 paying down a drug debt. Additionally, on February 1, 2023, CS1 sent a \$2,000 wire
18 transfer from a Walmart in Spokane, Washington to the Defendant. This wire transfer
19 was for the purpose of payment for controlled substances purchased by CS1 from K.
20 Montelongo and Aguilar.

21 Subsequent DEA laboratory testing confirmed the following results for the
22 controlled substances purchased on December 22, 2022:

23 **Exhibit 1B16:** N-Phenyl-N-[1-(2-phenylethyl)-4-piperidnyl] propenamide
24 (Fentanyl), Dimethyl Sulfone, and Acetaminophen, Net Weight of 100.3 grams
25 +/- .2 grams.

26 **Exhibit 1B17:** Methamphetamine Hydrochloride, Net Weight of 1,309 grams
27 +/- .002 grams, Substance Purity 98% +/- 7%, Amount Pure Substance 1,292
28 grams +/- .086 grams.

1 **Exhibit 1B29:** N-Phenyl-N-[1-(2-phenylethyl)-4-piperidnyl] propenamide
2 (Fentanyl), Acetaminophen, and Dimethyl Sulfone, Net Weight of 100.4 grams
3 +/- .2 grams.

4 **Exhibit 1B30:** N-Phenyl-N-[1-(2-phenylethyl)-4-piperidnyl] propenamide
5 (Fentanyl) Acetaminophen, and Dimethyl Sulfone, Net Weight of 100.0 grams
6 +/- .2 grams.

7 **Exhibit 1B34:** Methamphetamine Hydrochloride, Net Weight of 446.9 grams
8 +/- .2 grams, Substance Purity 97% +/- 6%, Amount Pure Substance 433.4
9 grams +/- 29.0 grams.

10 **Exhibit 1B35:** N-Phenyl-N-[1-(2-phenylethyl)-4-piperidnyl] propenamide
11 (Fentanyl), and Acetaminophen, Net Weight of 99.9 grams +/- .2 grams.

12 **Exhibit 1B36:** Methamphetamine Hydrochloride, Net Weight of 446.7 grams
13 +/- .2 grams, Substance Purity 97% +/- 6%, Amount Pure Substance 433.2
14 grams +/- 29.0 grams.

15 Execution of Federal Search Warrant at 1110 Jackson Ave., Sunnyside, WA:

16 On June 7, 2023, federal agents executed a federal search warrant at the
17 residence occupied by K. Montelongo and the Defendant. At this location, agents
18 located and arrested K. Montelongo and L. Lara. During the execution of the search,
19 agents located approximately 11 pounds of methamphetamine in a safe in a detached
20 shed on the property. The methamphetamine was packaged in 11 separate one gallon
21 ziplock bags. Also located within the safe were boxes containing additional Ziplock
22 bags and small scale. Additionally, the agents located multiple high capacity
23 magazines, bulk ammunition in various calibers, one AR-15 style rifle, and two
24 pistols. U.S. currency, and firearms. A separate storage unit was identified, which
25 was subsequently searched. Results of that search are pending. Scales, plastic
26 baggies, fully assembled pistol, and parts for a Sig Sauer pistol that returned as
27 previously having been reported stolen.
28

1 The methamphetamine seized in this case was field tested and returned
2 presumptive positive for the presence of methamphetamine. Subsequent Drug
3 Enforcement Administration laboratory testing confirmed the 11 packages contained
4 methamphetamine. Exhibit 1B42: Methamphetamine Hydrochloride, New Weight
5 of 4921 grams +/- 2 grams, Substance Purity 98% +/- 6%, Amount Pure Substance
6 4822 grams +/- 297 grams.

7 In a post-*Miranda* interview, the Defendant admitted to having received the
8 wire transfers and while she did not know specifically why she was receiving the
9 transfers, she was aware that Aguilar was dealing drugs and that when he went away
10 to prison, K. Montelongo was working on his behalf. The Defendant further stated
11 that when she received the wire transfers, she would deliver them to K. Montelongo.
12 The Defendant explained that she really does not like Aguilar and believes he is a bad
13 influence on K. Montelongo.

14 4. On authority from the Attorney General of the United States, through
15 Vanessa R. Waldref, United States Attorney for the Eastern District of Washington,
16 prosecution in the Eastern District of Washington for the Covered Conduct shall be
17 deferred for 24 months. This 24-month period begins on the date this Agreement is
18 signed by both parties and accepted by the Court.

19 5. The United States and Defendant stipulate and agree that the Court will
20 maintain jurisdiction over this matter and that the Court shall be the final arbiter as to:
21 (1) whether a party breached this Agreement, and if so; (2) the appropriate remedy,
22 which may include either terminating the Agreement or modifying its terms. A
23 modification may include extending the Agreement's 24-month period by an
24 additional 12 months, for a total of 36 months.

25 II. Terms

26 Defendant stipulates and agrees to the following terms:

27 6. **Waiver of Constitutional Rights.** Defendant, by entering this
28 Agreement, agrees to waive certain constitutional rights including (1) the right to a

1 jury trial; (2) the right to see, hear, and question witnesses; and (3) the right to compel
2 witnesses to testify. Defendant knowingly and voluntarily waives the above rights.

3 **7. Supervision.** Defendant stipulates and agrees to be supervised by the
4 U.S. Probation Office during this 24-month period (or longer, if the period is extended
5 by the Court). Further, Defendant understands the following:

6 a. Defendant shall not violate any federal, state, or local law. This
7 term does not apply to minor civil infractions such as speeding.

8 b. If Defendant is arrested or has any official contact with law
9 enforcement in a civil or criminal investigative capacity, Defendant shall notify
10 Defendant's supervising pretrial diversion officer within two business days.

11 c. Defendant shall live within the jurisdiction of the Eastern District
12 of Washington. If Defendant seeks to reside outside the District, Defendant shall
13 notify and seek the approval of Defendant's supervising pretrial diversion officer so
14 that appropriate arrangements in light of the Agreement can be made.

15 d. Defendant shall maintain employment in a lawful occupation.
16 When out of work, Defendant shall notify Defendant's supervising pretrial diversion
17 officer. In the event that Defendant becomes self-employed, Defendant shall provide
18 evidence of such self-employment.

19 e. Defendant shall report to Defendant's supervising pretrial
20 diversion officer as directed by the Court or U.S. Probation. Any failure to abide by
21 the reporting requirements as established by the Court or U.S. Probation shall be
22 deemed as an irrevocable violation of the Agreement.

23 f. Defendant shall not possess, control, consume, and/or use any
24 illegal control substance, including marijuana, nor possess any firearm or ammunition
25 for any firearm unless approved by the supervising probation officer. Defendant shall
26 not use alcohol to excess.

27 **7. Tolling.** Defendant stipulates and agrees to toll the running of all
28 applicable statutes of limitations and any time-based defenses for the Covered

1 Conduct. This tolling shall run from the date the Agreement is signed by all parties
2 until the Agreement expires or is terminated by the Court. Defendant stipulates and
3 agrees that the Agreement's tolling provision does not abridge or curtail the applicable
4 statute of limitations in any way, but rather extends the applicable statute of
5 limitations by the period of time that the Agreement is in effect.

6 Defendant further expressly waives indictment and all rights to a speedy
7 indictment and/or trial pursuant to the Sixth Amendment of the United States
8 Constitution, 18 U.S.C. § 3161, Federal Rule of Criminal Procedure 48(b), and any
9 applicable Local Rules of the United States District Court for the Eastern District of
10 Washington for the period during which this Agreement is in effect.

11 8. **Breach.** If the Court, after a hearing, terminates the Agreement based on
12 a breach by Defendant, the United States may withdraw from the Diversion agreement
13 and resume its prosecution against Defendant as to the charge(s) under investigation,
14 and any additional charges.

15 9. **Admissibility of the Agreement in Prosecution.** In the event that the
16 Court terminates the Agreement based on a breach by Defendant, Defendant stipulates
17 and agrees that the Agreement and Defendant's admissions contained therein shall be
18 admissible against Defendant at any trial, sentencing, or other related proceeding.

19 The United States stipulates and agrees to the following:

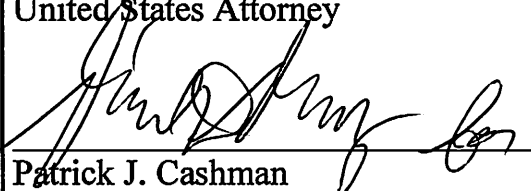
20 10. **Deferred Prosecution and Dismissal.** The United States stipulates and
21 agrees to defer prosecution of the above-captioned matter for a period of 24 months
22 (or up to 36 months, if the Agreement is extended). When and if Defendant satisfies
23 all the requirements of the Agreement (including any modifications or extensions), the
24 United States stipulates will seek dismissal with prejudice of the Superseding
25 Indictment filed against Defendant pursuant to this Agreement. Except in the event of
26 a violation by Defendant of any term of this Agreement, the United States will bring
27 no additional charges against Defendant relating to Defendant's conduct as described
28 in the Superseding Indictment and the Covered Conduct set forth above. This

1 agreement does not provide any protection against prosecution for any crimes except
 2 as set forth above. Defendant and the United States understand that the Court must
 3 approve deferral under the Speedy Trial Act, in accordance with 18 U.S.C.
 4 § 3161(h)(2). Should the Court declined to defer prosecution for any reason: (1) both
 5 the United States and Defendant are released from any obligation imposed upon them
 6 by this Agreement; and (2) this Agreement shall be null and void, except for the
 7 tolling provisions set forth herein.

8 **III. Approvals and Signatures**

9 Agreed and submitted on behalf of the United States Attorney's Office for the
 10 Eastern District of Washington.

11
 12 Vanessa R. Waldref
 13 United States Attorney


14 
 15 Patrick J. Cashman
 16 Assistant U.S. Attorney

8/13/2024
 Date

17 I have read the Agreement and have carefully reviewed and discussed every
 18 part of the agreement with my attorney. I understand and voluntarily enter into this.
 19 Furthermore, I have consulted with my attorney about my rights, I understand those
 20 rights, and I am satisfied with the representation of my attorney in this case. I
 21 understand the terms and conditions of the Agreement and agree to comply with them.

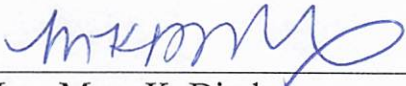
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 23 
 24 Maria T. Montelongo
 25 Defendant

8/13/2024
 Date

26 
 27 Robin Emmans
 28 Attorney for Defendant

8/13/2024
 Date

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2 Approved without passing judgment on the merits or wisdom of this diversion.
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5 _____
6 Hon. Mary K. Dimke
7 United States District Judge
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8/13/2024

Date